

ALSO: All that certain piece, parcel, or tract of land situate, lying and being in the State of South Carolina, County of Greenville, Cleveland Township, located on Gap Creek Road about 23 miles north of Greenville and about one mile east of Gap Creek Church, containing 22 acres, more or less, and being the greater portion of the 23 acre tract conveyed by Timon B. Potts to Mamie Smith by deed recorded in the R. M. C. Office for Greenville County in Deed Vol. 260 at Page 278. The said 23 acre tract originally included the above described 1.16 acres which was conveyed by the grantor Mamie Smith to Virginia V. Turner by deed dated April 29, 1952 in deed Vol. 456, at Page 1, and thereafter conveyed by the said Virginia V. Turner to the grantors herein by the aforementioned deed recorded in Deed Vol. 463, at Page 370. Said lots being conveyed to James B. Johnson and by deed dated May 4, 1966, and recorded in the R.M.C. Office of Greenville County in Deed Book 797, page 511.

BOOK 1059 PAGE 176

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belongings, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its Successors and Assigns forever. And Mortgagor hereby binds himself and his Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Mortgagee, its Successors and Assigns, from and against himself and his Heirs, Executors, Administrators and Assigns and all other persons whomsoever, lawfull claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, ~~his~~ her or their Heirs, Executors or Administrators, shall and will forthwith insure the house and buildings on said lot, and keep the same insured from loss or damage by fire, and assign the policy of Insurance to the said Mortgagee, its Successors or Assigns; and in case he or they shall at any time neglect or fail so to do, then the said Mortgagee, its Successors or Assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expense of such insurance under the mortgage.

AND IT IS FURTHER AGREED, that should legal or foreclosure proceedings be begun for the collection of any indebtedness secured by this Mortgage, the said Mortgagee, its Successors and Assigns, shall have the right to have a Receiver appointed to take charge of and collect the rents and profits of the within described premises, with the usual powers and duties of Receivers, and the expenses thereof shall be secured by this Mortgage, and any rents and profits so collected are hereby pledged as additional security to the Mortgagee, its Successors and Assigns.

PROVIDED, ALWAYS, NEVERTHELES, and it is the true intent and meaning of the parties to these Presents, that if I or we, the said Mortgagor, do and shall well and truly pay, or cause to be paid, unto the said Mortgagee the said debit, or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the same and condition hereunder written, then this deed or bargain and sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, the Mortgagor shall hold and enjoy the said premises until default of payment shall be made.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hand and seal this 25th day of May  
in the year of our Lord one thousand nine hundred and sixty-seven  
and in the one hundred and ninetieth year of the Sovereignty and  
Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Linda S. Howard  
Virginia S. Evans

James B. Johnson (L. S.)  
\_\_\_\_\_ (L. S.)